

# **Garibian Declaration EXHIBIT C**

ENZOLYTICS, INC.

CONVERTIBLE PROMISSORY NOTE

DATED MARCH 9<sup>th</sup>, 2017

\$25,000 PRINCIPAL  
12% INTEREST

KONA CONCEPTS, INC.  
CONVERSION NOTICE

The undersigned hereby elects to convert the attached Convertible Note into *free* trading shares of common stock ("Common Stock"), of Enzolytics, Inc. ("Company") according to the conditions hereof, as of the date written below. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion request:

November 23<sup>rd</sup>, 2020

Date to Effect Conversion

9,703,720

Number of FREE-trading shares of Common Stock to be Issued

\$ 38,814.88

Amount Converted

.004

Applicable Conversion Price

\$ 0

Principal Amount Remaining

Tax ID # of Kona Concepts, Inc.: 81-3606238

WE HEREBY CERTIFY that Kona Concepts, Inc. does not *and* will not own more than 9.99% or more of the Company's Common Stock after the above conversion based upon the current outstanding of 2,758,670,097 as reported in OTC Markets.

Kona Concepts, Inc.

By: 

Name: Peter Aiello, CEO

Certificate can be registered to

Kona Concepts, Inc.

Mailing Instructions:

To be arranged between the Transfer Agent and Kona Concepts, Inc.

## Deferred Payment Loan: Paying Back a Lump Sum Due at Maturity

Loan Amount

Loan Term  years  
 months

Interest Rate

Compound

### Results

Amount Due at Loan Maturity **\$38,814.88**

Total Interest **\$13,814.88**

\*Daily rate assumes 365.25 days per year.

|             | Beginning Balance | Interest   | Ending Balance |
|-------------|-------------------|------------|----------------|
| 1           | \$25,000.00       | \$3,186.87 | \$28,186.87    |
| 2           | \$28,186.87       | \$3,593.11 | \$31,779.98    |
| 3           | \$31,779.98       | \$4,051.14 | \$35,831.12    |
| 4 (Partial) | \$35,831.12       | \$2,983.76 | \$38,814.88    |

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAVE BEEN TAKEN FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF. THE SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION AND QUALIFICATION WITHOUT, EXCEPT UNDER CERTAIN SPECIFIC LIMITED CIRCUMSTANCES, AN OPINION OF COUNSEL FOR THE HOLDER THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

**Eco-Petroleum Solutions, Inc.,**  
(a Delaware corporation)

*And its Subsidiary*

**Immunotech Laboratories, Inc.**  
(A Nevada corporation)

**12% CONVERTIBLE PROMISSORY NOTE**  
**All Terms Conditional on Receipt of \$25,000 US BY**  
**KONA Concepts Inc**

\$ 25,000.00 (US)

March 9, 2017

1. **Principal and Interest.** **Eco-Petroleum Solutions, Inc.,** a Delaware corporation (the "Company") *And its Subsidiary Immunotech Laboratories, Inc.* (A Nevada corporation), for value received, hereby promises to pay to the order of KONA Concepts Inc. (the "Holder") in lawful money of the United States at the address of the Holder set forth below, the principal amount of TWENTY-FIVE THOUSAND Dollars (\$25,000.00), together with interest at a rate equal to Twelve Percent (12%) per annum, compounded. The principal and any accrued interest on this Note are due and payable on or before March 9, 2018, the Holder may elect to convert this Note into shares of common stock ("Common Stock") of **Eco-Petroleum Solutions, Inc.,** (the "Company") pursuant to Section 3. Upon payment in full of all principal and interest payable hereunder, or conversion to common stock, this Note shall be surrendered to the Company for cancellation. The Company may prepay this Note at anytime without penalty, subject to the election of the Holder exercising their rights under Section 3. 47

2. **Security for Note.** The Note shall be secured by the assets as provided in Attachment A, by the Company.

3. **Conversion of Note into Common Stock.** The Note holder (the "Holder") in its sole discretion may elect to convert the Note into shares of the Company's common stock. The Holder may convert the Note, or portion thereof, at a discount to market equal to 50% discount to the lowest closing bid during the past 10 trading days. The Holder's right to convert the Note will be triggered upon the occurrence of any one of the following: (i) 6 months from the date of said



note, (ii) change in control the Company, (iii) the filing of a registration statement or offering, or (iv) election by the Holder. No fractional shares of common stock shall be issued upon conversion of the Note, and in lieu thereof, the number of shares of common stock to be issued for the Note converted shall be rounded down to the nearest whole number of shares of common stock.

3.1 Conversion Limitations. On conversion of the note to shares by the Company, the Note Holder shall not hold more than 9.9% of the outstanding stock of the Company at any time.

3.2 Authorized Shares. If at the time of conversion pursuant to this Section 2 there are insufficient authorized shares of Common Stock to permit conversion of this Note in full, then the Company shall take all corporate action necessary to authorize a sufficient number of shares to permit such conversion in full.

3.3 Stock Certificate. Upon conversion of this Note, the Holder shall surrender this Note, duly endorsed, at the principal office of the Company. At its expense, the Company shall, as soon as practicable thereafter, issue and deliver to the Holder at such principal office a certificate or certificates, either physically or via DWAC, for the number of shares to which the Holder shall be entitled upon such conversion (bearing such legends as are required by applicable state and federal securities laws and in the opinion of counsel to the Companies).

3.4 Fractional Shares. No fractional shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount in cash equal to the product obtained by multiplying the conversion price applied to effect such conversion by the fraction of a share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this Note, the Companies shall be released from all its obligations and liabilities under this Note.

4. Transfers. This Note may be transferred only in compliance with applicable federal and state securities laws and only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new promissory note for like principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note.

5. Attorneys' Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal and interest payable hereunder, reasonable attorneys' fees and costs incurred by the Holder.

6. Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed to have been given upon delivery if personally delivered or upon deposit if deposited in the United States mail for mailing by registered or certified mail, postage prepaid, and addressed as follows:

If to the Holder: KONA Concepts Inc  
27 Barker Ave. Apt 1004  
White Plains, NY 10601

If to the Company **Eco-Petroleum Solutions, Inc.,  
Immunotech Laboratories, Inc.**  
Harry Zhabilov, CEO  
120 WPomona Ave.  
Monrovia, CA 91016

Each of the above addressees may change its address for purposes of this section by giving to the other addressee notice of such new address in conformance with this section.

7. Waivers. The Company hereby waives presentment, demand for performance, notice of non-performance, protest, notice of protest and notice of dishonor. No delay on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or any other right.

8. Usury Savings Clause. The Company and Holder intend to comply at all times with applicable usury laws. If at any time such laws would render usurious any amounts due under this Note under applicable law, then it is the Company's and Holder's express intention that the Company not be required to pay interest on this Note at a rate in excess of the maximum lawful rate, that the provisions of this Section 7 shall control over all other provisions of this Note which may be in apparent conflict hereunder, that such excess amount shall be immediately credited to the principal balance of this Note, and the provisions hereof shall immediately be reformed and the amounts thereafter decreased, so as to comply with the then applicable usury law, but so as to permit the recovery of the fullest amount otherwise due under this Note.

9. Governing Law. This Note is being delivered in and shall be construed in accordance with the laws of the State of New York, without regard to the conflicts of law's provisions thereof.

10. Amendment. Any amendment hereto or waiver of any provision hereof may be made only with the written consent of the Company and the Holder. This Note shall inure to the benefit of and bind the successors, permitted assigns, heirs, executors, and administrators of the Company and Holder.

**Eco-Petroleum Solutions, Inc.,  
Immunotech Laboratories, Inc.**

By:

Harry Zhabilov, CEO





Online Banking

Business Advantage Chk - 4190: Account Activity Transaction Details

Check number: 00000001001

Post date: 03/10/2017

Amount: -25,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

|   |                        |                  |
|---|------------------------|------------------|
| KONA CONCEPTS INC<br>22 BARKER AVE APT 1004<br>WHITE PLAINS NY 10601-1570 |                        | 1001             |
| DATE <u>March 8 2017</u>  |                        | 135210 NY<br>102 |
| PAY TO THE ORDER OF <u>Immunotech Laboratories, Inc.</u>                  | \$ <u>25,000.00</u>    |                  |
| <u>Twenty five and 00/100</u>   | <u>100</u> DOLLARS     |                  |
| Bank of America   |                        |                  |
| ACH NT 021000022  |                        |                  |
| FOR <u>loan agreement</u>   | <u>Patricia Diello</u> |                  |
| ⑆0001001⑆ ⑆0011000117⑆ 100000000100⑆                                      |                        |                  |